

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B2600458

PRINT DATE: 12/13/22

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SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS	
VENDOR ID: AQUAFIN, INC. 505 BLUE BALL ROAD SUITE 160 ELKTON, MD 21921 (410)392-2300	REFER QUESTIONS TO: DAVID RENFRO (410)767-7064 DAVID.RENFRO@MARYLAND.GOV
ITB:	EXPR DATE: 05/01/25 POST DATE: 04/22/22
DISCOUNT TERMS: . NET 30 DAY CONTRACT AMOUNT: 166,666.00	

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

STATEWIDE CONTRACT FOR

WATER ACTIVATED COLD PATCH ASPHALT

THIS IS AN STATEWIDE CONTRACT FOR WATER ACTIVATED COLD PATCH ASPHALT (WACPA) FOR A CONTRACT TERM THREE (3) YEARS WITH TWO (2) ADDITIONAL ONE (1) YEAR RENEWAL OPTIONS.

VENDOR: AQUAFIN, INC.
VENDOR CONTACT: ALEXANDER GUGLIOTTA
VENDOR NUMBER: 410-392-2300
VENDOR EMAIL: AGUGLIOTTA@AQUAFIN.NET

AQUAFIN, INC WILL SUPPLY INSTANT ASPHALT AT THE COST OF \$1,494.00 PER PALLET (OF 36 BUCKETS) AND \$45.65 PER EACH (LESS THAN PALLET QUANTITY).

PRODUCT ACCEPTABILITY SHALL BE AT THE SOLE DISCRETION OF THE MARYLAND STATE ORDERING AGENCY. EACH AGENCY SHALL BE THE SOLE JUDGE OF WHAT IS AN "APPROVED EQUAL". ANY MATERIAL DELIVERED AS A RESULT OF THIS AWARD WHICH DOES NOT MEET THE SPECIFICATIONS OR IS OTHERWISE FOUND TO BE DEFECTIVE, SHALL BE REJECTED AND RETURNED AT THE VENDOR'S AT THE VENDOR'S EXPENSE FOR REPLACEMENT FOR CREDIT

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TERMS (cont'd):

EACH BUCKET MUST WEIGH BETWEEN 50-55LBS, EVENLY STACKED ON A PALLET, NON-RETURNABLE PALLET SHRINK-WRAP PROTECTED SETUP FOR FORKLIFT UNLOADING. PALLETS SHALL CONTAIN 36 BUCKETS PER PALLET.

AGENCIES RESERVES THE RIGHT TO SAMPLE COMPOSITE MATERIAL OR MIXTURE AT ANY TIME.

CERTIFICATION:

PROVIDE CERTIFICATION THAT THE MATERIAL MEETS REQUIREMENTS PER TC 1.03 AND THE FOLLOWING:

- (A) A GUARANTEE THE MATERIAL CONFORMS TO THE MATERIALS, BINDER, MIX PERFORMANCE AND STORAGE REQUIREMENTS AND COMAR ENVIRONMENTAL REGULATIONS.
- (B) EMPLOY AN UNAFFILIATED AASHTO-ACCREDITED LABORATORY TO PERFORM ALL TESTING FOR CERTIFICATION.

ACCEPTANCE TESTING WILL BE COMPLETED ON DELIVERED MATERIAL AS DETERMINED. EACH DELIVERY SHALL BE CONSIDERED ONE LOT. THE MATERIAL MAY BE SUBJECT TO A WORKABILITY EVALUATION EITHER IN THE LAB OR IN THE FIELD. NON-CONFORMING MATERIALS WILL BE REJECTED WHETHER IN-PLACE OR NOT. THE VENDOR WILL REMOVE ALL WACPA MATERIAL FROM INVENTORY ON HAND THAT FAILS TO MEET REQUIREMENTS AND REPLACE AT NO ADDITIONAL COST

REPLACEMENT WARRANTY:

MATERIAL THAT DOES NOT REMAIN WORKABLE IN STORAGE FOR AT LEAST SIX MONTHS SHALL BE REPLACED AT NO COST. PRODUCT THAT DOES NOT PERFORM IN NORMAL POTHOLE PATCHES FOR AT LEAST TWELVE MONTHS WILL BE EVALUATED FOR PERFORMANCE. MATERIAL THAT CONSISTENTLY FAILS TO MEET REQUIREMENT WILL BE REMOVED FROM THE LIST OF QUALIFIED PRODUCT.

DELIVERY:

DELIVERY SHALL BE MADE WITHIN 10 BUSINESS DAYS AFTER RECEIPT OF ORDER FROM THE ORDERING AGENCIES.

DELIVERY LOCATIONS:

REFERENCE THE IFB'S TERMS AND CONTIONS (SECTION B) PART 38 ON THE ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT.

STORAGE:

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TERMS (cont'd):

THE WACPA MATERIAL FURNISHED IN BUCKETS OR CONTAINERS SHALL BE STORED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. WACPA MATERIAL SHALL REMAIN WORKABLE IN STORAGE FOR AT LEAST SIX MONTHS.

QUALITY CONTROL PLAN:

PROVIDE A QUALITY CONTROL PLAN (QCP) THAT INCLUDES THE FOLLOWING:

DESCRIPTION OF MATERIAL
SAFETY DATA SHEETS
CONTACT PERSONNEL
TECHNICAL DATA SHEETS, INCLUDING VOC CONTENT
JOB MIX FORMULA
JOB MIX FORMULA
QC MATERIAL SAMPLING PROCESS
STORAGE REQUIREMENTS

THE QCP SHALL ALSO STATE THAT IF A TEST RESULT INDICATES THAT A SHIPMENT IS NOT IN COMPLIANCE WITH SPECIFICATIONS, THE FOLLOWING SHALL APPLY:

IMMEDIATELY NOTIFY THE AGENCIES OF THE SHIPMENT IN QUESTION, IDENTIFY THE MATERIAL, CEASE SHIPMENT UNTIL MATERIAL COMPLIES WITH SPECIFICATION, NOTIFY THE AGENCIES PRIOR TO RESUMING SHIPMENT, AND IMPLEMENT ANY MUTUALLY AGREED UPON PROCEDURES FOR THE DISPOSITION OF THE MATERIAL

IN THE EVENT A MUTUAL AGREEMENT IS NOT OBTAINED, THE AGENCIES SHALL HAVE FINAL AUTHORITY IN THE DECISION ON SPECIFICATION.

COMPLIANCE.

PAYMENT:

FOLLOWING DELIVERY AND ACCEPTANCE OF MATERIAL TRI-SUPPLY AND EQUIPMENT SHALL SUBMIT AN ORIGINAL INVOICE TO THE ORDERING AGENCY.

INVOICES:

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO SO MAY RESULT IN DELAY OF PAYMENT. THIS PURCHASE IS FOR WATER ACTIVATED COLD PATCH ASPHALT FOR STATEWIDE

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TERMS (cont'd):

AGENCIES FACILITIES ACROSS THE STATE.

USAGE REPORT:

A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL CONTRACTOR EVERY HUNDRED -TWENTY (120) DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT SHALL BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES THE USAGE REPORT SHALL BE EMAILED TO THE DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

ELECTRONIC TRANSACTION FEE:

SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE

CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE OFFICE OF STATE PROCUREMENT, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING

ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

THE DEPARTMENT OF GENERAL SERVICES "TERMS AND CONDITIONS" FOR COMMODITY CONTRACTS OVER \$50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION #BPM028130/001IT821285 INCORPORATED HEREIN BY REFERENCE.

PURSUANT TO THE STATE FINANCE AND PROCUREMENT ARTICLE SECTION 13-110 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT FOR ENTITIES DESCRIBED IN (6)(A) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;

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TERMS (cont'd):

- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT: (I) RECEIVES STATE MONEY; AND (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE;
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT: (I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE; OR
- (6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.
 - (A) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.
 - (B) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.
- (7) ANOTHER STATE OR AN AGENCY OR OTHER INSTRUMENTALITY OF ANOTHER STATE. ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT
 - (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY;
 - (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND;
- (8) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	_____
0001	74567-281758	EA	45.6500	

COLD PATCH, ASPHALT BULK

CONTRACT TERMS: (3) THREE YEARS WITH (2) TWO (1) ONE YEAR RENEWAL
OPTIONS.

0002	74567-281758	EA	1,494.0000	
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COLD PATCH, ASPHALT BULK

CONTRACT TERMS: (3) THREE YEARS WITH (2) TWO (1) ONE YEAR RENEWAL
OPTIONS.

END OF ITEM LIST

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE